

RESOLUTION NO. CR-26-93

A RESOLUTION TO APPROVE THE FINAL DEVELOPMENT PLAN FOR RUSHCREEK, LOCATED WEST OF DEMOREST ROAD

WHEREAS, on March 16, 1993, the Planning Commission ~~denied~~ the final development plan for Rushcreek, located west of Demorest Road contingent upon the Development Agreement and Development Plan dated 3/28/93, attached hereto and made a part hereof.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. This Council hereby accepts the final development plan for Rushcreek, located west of Demorest Road, contingent upon the stipulations set forth above.

SECTION 2. This resolution shall take effect at the earliest opportunity allowed by law.



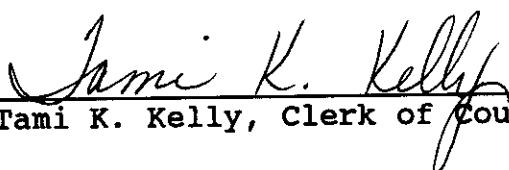
Brian L. Buzby, President of Council



Richard L. Stage, Mayor

Passed: 4-19-93
Effective: 4-19-93

Attest:



Tami K. Kelly, Clerk of Council

I Certify that this resolution is correct as to form.

Thomas R. Clark, Director of Law

AGREEMENT

CE-26-93

This Agreement entered into this _____ day of _____, 1993, by and between the City of Grove City by its City Administrator, hereinafter referred to as "City", and the Richard J. Conie Company, hereinafter referred to as "Developer";

WHEREAS, the Developer has a contract to purchase certain property currently owned by Rush and Opal Thomas located on Demorest Road and currently annexed to the City of Grove City; and

WHEREAS, the Developer proposes to develop said property into single-family residential building lots and has proposed a plat for the 13 plus or minus acres to the City; and

WHEREAS, the City approved all matters with the exception of not allowing the proposed Marsol Avenue to open up onto Demorest Road for ingress and egress and has proposed that the development plan have a Cul-de-sac at the east end of the property with no access onto Demorest Road directly from the subdivision; and

WHEREAS, the Developer and the City, in an attempt to settle all differences and to allow this project to be started and completed, have made certain concessions and agreements which are contained in this Agreement and it is therefore agreed as follows:

1. Developer shall cause to be prepared a Subdivision Plat showing a cul-de-sac on the east end of Marsol Avenue and in development of the site will construct the Marsol Avenue in accordance with City regulations and code up to the cul-de-sac; said cul-de-sac will encompass two lots which would become the last two lots to be sold and built on in the subdivision until the purpose of this Agreement has been completed.

2. The City shall allow and the Developer shall construct a temporary roadway extending onto Demorest Road to allow ingress and egress to the development for construction and sales purposes and shall be allowed to continue to have that roadway open until earliest of the following two events occur: 1) Three years from the date the lots are ready to sell, or 2) the sale of 80% of all lots in the subdivision, whichever should first occur.

3. It shall be the Developer's responsibility to maintain said ingress and egress roadway until it is to be terminated. At the end of the period set forth herein, the Developer shall be responsible for the removal of said temporary roadway easement, the closing of the same, and the completion of the cul-de-sac as set forth in the subdivision plat so that no further access shall be allowed off of Demorest Road onto Marsol Avenue.

4. Developer shall post a cash escrow sufficient to cover the cost of removal of said temporary roadway access and installation and completion of the cul-de-sac according to Grove City Codes in a sum agreeable to both the City and the Developer which shall be placed in an interest bearing account by the City and remain in existence until the terms of this Agreement have been fulfilled. The City Engineer shall make a determination of the estimated costs to determine the cash escrow after reviewing the construction plans for the roadway.

5. The City agrees to approve this proposed development plan for Rush Creek Subdivision providing all other terms and conditions of the building and subdivision code have been complied with.

6. The entire purpose of this Agreement is to allow the Developer to have access off of Demorest Road during the period of time in which he is developing and selling the lots of this subdivision since there is no other direct access to the subdivision other than through the Westgrove Subdivision. It is the opinion of both the Developer and the City that said subdivision should be sufficiently developed within the period of time set forth in this Agreement, after which the necessity for access off of Demorest Road will no longer exist directly into this subdivision.

7. This Agreement is contingent upon the approval by the Grove City Engineer of both the temporary and permanent roadway improvement plans.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on behalf of the City by the City Administrator and on behalf of the Developer by the President of the company.

SIGNED IN THE PRESENCE OF:

CITY OF GROVE CITY

Witness

BY: _____
CHARLES BOSO, City Administrator

Witness

RICHARD J. CONIE COMPANY

Witness

BY: _____
RICHARD J. CONIE, President

Witness

CERTIFICATE

This Agreement has been approved as to form and content by the Director of Law of the City of Grove City.

_____/_____
THOMAS R. CLARK Date
Law Director City of Grove City

This Agreement has been reviewed and is acceptable by the City Engineer and the Building Inspector for the City of Grove City.

_____/_____
City Engineer Date

_____/_____
Building Inspector Date